

## **Platinum Preferred Credit Card Disclosure and Agreement**

Interest Rates and Interest Charges	
Annual percentage rate (APR) for purchases	<b>6.90%</b> APR is non-variable, any rate changes will not affect existing balances at the time of the change
APR for Balance Transfers	<b>6.90%</b> APR is non-variable, any rate changes will not affect existing balances at the time of the change
APR for Cash Advances	<b>6.90%</b> APR is non-variable, any rate changes will not affect existing balances at the time of the change
Penalty APR and when it applies	N/A
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest charge	N/A
For Credit Card tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
Fees	
Annual Fee	None
Transaction Fees	
- Balance Transfers	None
- Cash Advances	None
- Foreign transactions	1% of each transaction in U.S. dollars
Penalty fees	
- Late Payment	Up to \$25.00
- Over the credit limit	N/A
- Return payment	Up to \$25.00

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

We take the beginning balance of your account each day and subtract any payments, credits, non-accruing fees, and unpaid finance charges and add any new purchases or cash advances. We then add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Periodic Rate: 0.575% (6.90%/12)

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is in items G & L of this agreement.

Optional fees:

Optional Debt Protection Death Benefit:

Single - \$0.86, Joint - \$1.39 per \$1000.00 of balance at the end of each statement period.

Death and Disability:

Single - \$1.76, Joint - \$3.09 per \$1000.00 of balance at the end of each statement period.

Death, Disability and Involuntary Unemployment:

Single - \$2.47, Joint - \$4.43 per \$1000.00 of balance at the end of each statement period.

Replacement card - \$10.00

Pay-by-phone - \$10.00 Customer Service Representative assisted

Statement copies - \$ 2.00 per statement

Payment address PO BOX 672051 Dallas, TX 75267-2021

Other Information: Your minimum payment is 2% of your outstanding balance that does not exceed your credit limit, plus any amount exceeding you credit limit, or \$20.00 whichever is greater. A statement will be mailed to you 25 days prior to the due date. Your due date will the same calendar date each month. If the due date is on a weekend or holiday, the payment will not be treated as late if we receive your payment the next business day. Payment amounts exceeding the minimum payment will be applied first to the credit card balance with the highest interest rate. If you have other loans or credit extensions from USNMFCU, or take out other loans or credit extensions with USNMFCU in the future, collateral securing those loans or credit extensions will also secure your obligations under this agreement. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this agreement even if USNMFCU has, or later acquires, a security interest in your household goods or a mortgage on your dwelling. If you have executed a written agreement granting a security interest in any deposit accounts (checking, savings, or share accounts) or other funds held by USNMFCU to secure your obligations under this credit card plan, such accounts and/or funds are an additional security for your obligations to USNMFCU arising from the use of your Card. You agree to pay all costs incurred by USNMFCU in collecting your indebtedness or in enforcing this agreement, including reasonable attorney's fees and costs, expenses and attorneys' fees incurred in appellate, bankruptcy and post-judgment proceedings, except to the extent such costs, fees or expenses are prohibited by law.

## TERMS GOVERNING THE USE OF YOUR CARD

The person ("Cardholder") whose name is embossed on the face of the USNMFCU VISA ("Card") and each Cardholder, in the event more than one Card is produced bearing the same account number, by signing or using said Card, receipt of which is acknowledged, agrees with USNMFCU ("Issuer") as follows:

- A. Goods and services ("Credit Purchases") may be purchased or leased by means of such card by Cardholder from any retail Business establishment ("seller") who honors same upon the execution of a sales transaction evidencing such Credit Purchases and bearing the account number of Card holder embossed on the face of such Card. Additionally, VISA Cash Advances ("Loans") may be obtained through use of such Card (a) upon execution of a written request of Cardholder in a form furnished to Cardholder from any financial institution that is a member, alone or in association with others, of VISA Inc. and (b) upon execution of a written separate agreement with issuer for a VISA overdraft financing agreement if offered by issuer.
- B. Cardholder shall be liable and agrees to pay issuer for Credit Purchases made by, or for Loans extended to, Cardholder or anyone else using such Card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied or apparent—authority for such use, and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all Credit purchases and Loans obtained through the use of any other Card bearing Cardholder's account number that has been issued to another person by reason of such person being a member of Cardholder's family, or otherwise issued upon Cardholder's request (all such Cards bearing the VISA account number here in after collectively called ("Related Cards").
- C. Each Card is the property of the Issuer; it is not transferable and must be surrendered upon demand. It can be canceled as well as repossessed by Issuer or its designee, and the privileges thereof revoked, at any time without prior notice.
- D. Cardholder shall not use the Card or permit the use of Related Cards to obtain Credit Purchases or Loans, which will increase Cardholder's indebtedness to issuer to an amount in excess of the limit established by the Issuer.
- E. All Credit Purchases and Loans are affected at the option of the Seller and Cash Advancing Financial Institutions respectively, and Issuer shall not be responsible for refusal by any Seller or Cash Advancing Financial Institution to honor the Card or any Related Card.
- F. Any refund, adjustment or credit allowed by Seller shall not be by cash but rather a credit advice to Issuer, which shall be shown as a credit on Cardholder's account statement with Issuer.
- G. Issuer will send to Cardholder a monthly statement reflecting for the prior monthly period all transactions. Such statement shall be deemed correct and accepted by Cardholder and all holders of Related Card unless Issuer is notified to the contrary in writing within 60 days of the mailing of such statement. Cardholder will pay such statement by remitting to Issuer by the payment due date reflected on the statement either the full amount billed or, at Cardholder's option, an installment equal to at least the required minimum payment.
- H. Interest on Loans and Credit Purchases will be charged by applying the periodic rate (APR/12) to the Average Daily Balance of the account. The rate of interest may change but will never exceed the maximum rate of 18%.
- I. This agreement may be amended from time to time by Issuer with written notice mailed to Cardholder at Cardholder's last known address.
- J. Except to the extent that Federal law is applicable, the validity, construction, and enforcement of this agreement and all matters arising out of the issuance and use of the Card shall be governed by the laws of the state in which the principal office of Issuer is located.
- K. Additional charges, plus applicable taxes, may also be assessed if you pay us with a check not honored by your financial institution, request a copy of a document, request a replacement card or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. No finance charge will be assessed on such additional charges.
- L. Cardholder may be liable for the unauthorized use of the Card or Related Cards as stated in item B of the these terms. The Cardholder may not be liable for any unauthorized use that occurs after the Issuer is notified, verbally or in writing at:

Card Services P.O. Box 672051 Dallas, TX 75267-2021

Telephone number: (800) 442-4757

If Cardholder has a consumer account or a business account for which less than 10 cards have been issued, the Cardholder's liability for unauthorized use of a card may not exceed \$50.00. If 10 or more cards are issued to employees of a single business or other organization, there is no limit to Cardholder's liability for any unauthorized use that occurs before Cardholder notifies Issuer as provided herein: the business or organization may only impose liability on its employees for unauthorized use of a card as authorized by federal law and regulation.

- M. Cardholder agrees that Issuer, its agents or service companies may monitor and/or record any telephone communications with Cardholder.
- N. Payments must be made to Issuer in U.S. dollars drawn on a U.S. Financial Institution. If Cardholder incurs charges in any other currency, the charges will be converted into U.S. dollars. The conversion may occur after the transaction date and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. Cardholder agrees to pay the converted amount to Issuer in U.S. dollars, plus any charges for conversion or processing that may be imposed.
- O. Issuer may accept checks marked "Payment in Full" or with words of similar affect without losing any of Issuer's rights to collect the full balance of Cardholder's account.
- P. Issuer can reinvestigate and reevaluate any information Cardholder provided on Cardholder's credit application at the time, and in the course of doing so, Issuer may ask Cardholder for additional information, request credit bureau reports and/or otherwise verify Cardholder's current credit standing.
- Q. Cardholder agrees that Issuer may re-release information to others, such as credit bureaus, regarding the status and history of Cardholder's account. However, Issuer is not obligated to release any such information to anyone unless Issuer is required by law to do so.
- R. Cardholder agrees that Cardholder's account shall be subject to all applicable rules and regulations of VISA Inc, as applicable, as well as all applicable laws. If there is any conflict between the provisions of this Agreement and the rules and regulations of VISA Inc. the rules and regulations of VISA Inc. shall control.
- S. Your Visa Card may not be used for any illegal transaction(s), in the event the card is used for such purpose, the cardholder shall nonetheless be liable for any amounts incurred through such illegal use of the card.
- T. If the card is canceled or surrender is demanded by Issuer, or if Cardholder defaults in any payment due, or is deceased, bankrupt or insolvent or any attachment or garnishment proceedings are initiated against Cardholder or his property, Issuer may elect to declare all amounts then owed to Issuer to be immediately due and payable without notice or demand of any kind.
- U. Documentary stamp taxes as may be required by law shall be imposed on each Cash Advance at the time the loan is made.
- V. You must request all credit limit increases and will be required to meet qualifying criteria.

## **Your Right to Reject Terms**

You have the right to reject the above terms. If you reject these terms, we will close your account and you will have to pay off your balance at the terms of the credit card agreement in effect at the time of closure. To reject the terms and close your account, please call us at 342-8888, toll free 888-342-8766 or write to us at USNMFCU PO Box 129 Albuquerque, NM 87103